

1 BILL NO. S-87-08-18

2 SPECIAL ORDINANCE NO. S-231-87

3 AN ORDINANCE approving the Contract
4 for Amended Oakdale Neighborhood
5 Drainage Improvements, Res. 435-86,
6 between Bercot, Inc., and the City
of Fort Wayne, Indiana, in connection
with the Board of Public Works
and Safety.

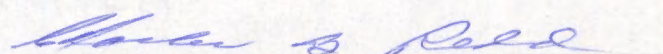
7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
8 OF THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That the Contract for Amended Oakdale Neigh-
10 borhood Drainage Improvements, Res. 435-86, by and between Bercot,
11 Inc., and the City of Fort Wayne, Indiana, in connection with
12 the Board of Public Works and Safety, for:

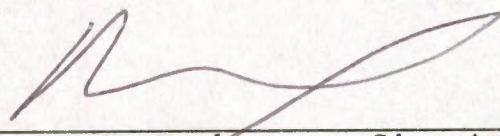
13 the Contract for Res. 435-86, Amended
14 Oakdale Neighborhood Drainage Im-
15 provements is described by the
attached Resolution;

16 the Contract price is Forty-One THousand Nine Hundred Eighty-Five
17 and No/100 Dollars (\$41,985.00), all as more particularly set
18 forth in said Contract, which is on file in the Office of the
19 Board of Public Works and Safety and, is by reference incorporated
20 herein, made a part hereof, and is hereby in all things ratified,
21 confirmed and approved. Two (2) copies of said Contract are
22 on file with the Office of the City Clerk and made available
23 for public inspection, according to law.

24 SECTION 2. That this Ordinance shall be in full force
25 and effect from and after its passage and any and all necessary
26 approval by the Mayor.

27
28 
29 Councilmember

30 APPROVED AS TO FORM
31 AND LEGALITY

32 
Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Stier Read
seconded by Stier, and duly adopted, read the second time
by title and referred to the Committee City Utilities (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne
Indiana, on _____, the _____ day of _____,
19____, at _____ o'clock _____ M., E.

DATE: 8-25-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Read
seconded by Stier, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

| | AYES | NAYS | ABSTAINED | ABSENT | TO-WIT: |
|-------------|----------|-------|-----------|--------|---------|
| TOTAL VOTES | <u>9</u> | _____ | _____ | _____ | _____ |
| BRADBURY | <u>✓</u> | _____ | _____ | _____ | _____ |
| BURNS | <u>✓</u> | _____ | _____ | _____ | _____ |
| EISBART | <u>✓</u> | _____ | _____ | _____ | _____ |
| GIAQUINTA | <u>✓</u> | _____ | _____ | _____ | _____ |
| HENRY | <u>✓</u> | _____ | _____ | _____ | _____ |
| REDD | <u>✓</u> | _____ | _____ | _____ | _____ |
| SCHMIDT | <u>✓</u> | _____ | _____ | _____ | _____ |
| STIER | <u>✓</u> | _____ | _____ | _____ | _____ |
| TALARICO | <u>✓</u> | _____ | _____ | _____ | _____ |

DATE: 8-25-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-231-87
on the 25th day of August, 1987.

ATTEST:

Sandra E. Kennedy

(SEAL)

Mark E. Giaquinta

SANDRA E. KENNEDY, CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 26th day of August, 1987,
at the hour of 11:00 o'clock PM M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 31st day of August,
1987, at the hour of 4:00 o'clock P M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

BID 198

DATE: JULY 23, 1987

BIDDER:

BIDDER:

BIDDER:

PROJECT: LADLE NEIGHBORHOOD DRAINAGE IMPROVEMENTS (AND) RES. NO: 435-86

BERCOT, INC.

TOMCO CONSTRUCTION

LAND, INC.

| ITEM NO. | ITEM | QUANTITY | UNIT | UNIT COST (\$) | AMOUNT (\$) | UNIT COST (\$) | AMOUNT (\$) | UNIT COST (\$) | AMOUNT (\$) | UNIT COST (\$) | AMOUNT (\$) |
|----------|------------------------------|----------|------|----------------|-------------|----------------|-------------|----------------|-------------|----------------|-------------|
| 1 | 11/2" CLASS IV R.C.P. | 526 | LF | 36.00 | 18936.00 | 35.00 | 18410.00 | 38.67 | 20340.42 | 59.50 | 31297.00 |
| 2 | 1" TYPE I-B OR I-B MANHOLES | 3 | EA | 1650.00 | 4950.00 | 1200.00 | 3600.00 | 900.00 | 2700.00 | 1000.00 | 3000.00 |
| 3 | 1" TYPE I-C INLET | 1 | EA | 1100.00 | 1100.00 | 800.00 | 800.00 | 400.00 | 400.00 | 550.00 | 550.00 |
| 4 | 1" TYPE II-C INLET (3' X 3') | 1 | EA | 1250.00 | 1250.00 | 850.00 | 850.00 | 1150.00 | 1150.00 | 600.00 | 600.00 |
| 5 | #33 - #73 SPECIAL BACKFILL | 350 | CY | 12.50 | 4375.00 | 14.00 | 4900.00 | 16.35 | 5722.50 | 8.00 | 2800.00 |
| 6 | 11/2" DEEP STRENGTH ASPHALT | 275 | SY | 22.00 | 6050.00 | 25.00 | 6875.00 | 26.80 | 7370.00 | 33.00 | 9075.00 |
| 7 | ASPHALT - TYPE A-2 SURFACE | 90 | TN | 32.00 | 2880.00 | 45.00 | 4050.00 | 47.90 | 4311.00 | 50.00 | 4500.00 |
| 8 | CONCRETE CURB INSTALLED | 100 | LF | 11.50 | 1150.00 | 25.00 | 2500.00 | 5.00 | 500.00 | 12.00 | 1200.00 |
| TOTAL: | | | | | \$40,691.00 | | \$41,985.00 | | \$42,493.92 | | \$53,022.00 |
| | | | | | | 2 over | 3.08% over | | 4.24% over | | 23.62% over |
| | | | | | | 12 under | 0.00% under | | 0.00% under | | 0.00% under |

HI 77-131-25
7/1/87

AMENDED OAKDALE NEIGHBORHOOD DRAINAGE IMPROVEMENTS
RESOLUTION NO. 435-86

RESOLVED BY THE BOARD OF PUBLIC WORKS & SAFETY of the City of Fort Wayne, Indiana, that:

Construction of a main sewer from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving drainage from collateral drains already constructed or which hereafter may be constructed across the North Half of the Southwest Quarter of Section 14, Township 30 North, Range 12 East, in Allen County, Indiana.

STORM SEWER:

Beginning at a proposed manhole 130± L.F. East of the centerline intersection of Fairfield Avenue and Englewood Court; thence West 130± L.F. to a proposed manhole; thence South 150± L.F. to a proposed manhole; thence East 175± L.F. to a proposed manhole; thence South 35± L.F. to an existing manhole.

Said storm sewer shall be 12" in diameter. And said storm sewer with all its appurtenances shall be constructed in accordance with the plans, profiles and specifications now on file in the Department of Public Works and Safety of said City.

Total cost of said storm sewer improvement project shall be paid for by funds from the City of Fort Wayne Sewer Utility Fund.

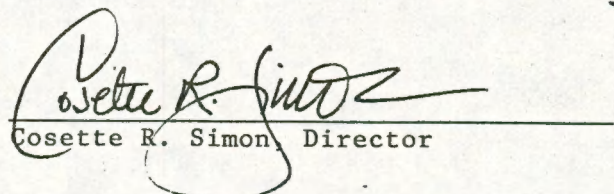
The Board of Public Works & Safety shall reserve the right to eliminate any and all parts in order to keep the project within the allotted budget limits.

The Board reserves the right to reject any and all bids for failure to comply with applicable laws and/or with the Instructions to Bidders. The Board also reserves the right to waive any defect in any bid.

ADOPTED this 1st day of July 1987.

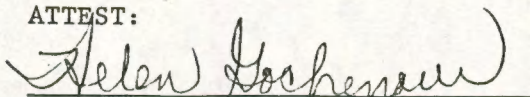
BOARD OF PUBLIC WORKS & SAFETY


Baron R. Biedenweg, Director


Cosette R. Simon, Director

Lawrence D. Consalvos, Director

ATTEST:


Helen Gochenour, Clerk

**BOARD OF PUBLIC WORKS and SAFETY
INVITATION FOR BIDS/AWARD OF CONTRACT*
(Non-Federally Assisted Construction)**

PROJECT: AMENDED OAKDALE NEIGHBORHOOD DRAINAGE IMPROVEMENTS Contract No. _____

CONTENTS

Resolution No. 435-86

| Check if Contained | Pages | |
|--------------------|-----------|--|
| | 1 | Cover Sheet |
| | A/1 - A | Advertisement for Bids |
| | I/1 - I/9 | Instructions to Bidders |
| | S/1 - S/2 | Schedule |
| | SI/1 | Schedule of Items |
| | S/ | Notes 1 and 2 |
| | NCA/1 | Non-Collusion Affidavit |
| | BB/1 | Bidder's Bond |
| | FS/1 | Certificate in Lieu of Financial State- ment Form 96A |
| | PB/1-PB/2 | Specimen Form-Payment Bond |
| | PGB/1-2 | Specimen Form-Perfor. & Guaranty Bond |
| | GP/1-GP/7 | General Provisions |
| | WS/1 | Prevailing Wage Rates-State of Indiana |
| | SP/1-SP/3 | Special Project Specifications |

ATTACHMENTS

| | | | | |
|---|----------------------------|--|----------------------------|-----------------|
| | | Project Plans Drawing # SY- | | |
| | | General Specifications and Conditions | | |
| | | Detail Standard Construction Standards | | |
| | | WPCE Department, City of Port Wayne | | |
| | EA/1-EA/4 | Escrow Agreement | | |
| | RW/1 | Right-of-Way Cut Permit | | |
| | NP/1 | Notice to Proceed | | |
| | | Change Order - Specimen Form | | |
| | | APARTHEID Policy | | |
| DISCOUNT for PROMPT PAYMENT (See Gen. Prov) | 10 CALENDAR DAYS _____Z | 20 CALENDAR DAYS _____Z | 30 CALENDAR DAYS _____Z | OTHER _____Z |

| | | | | |
|----------------------------------|-----------------|-----------|-----------------|------|
| ACKNOWLEDGEMENT of AMENDMENTS | Amendment No. 1 | Date | Amendment No. 2 | Date |
| | ✓ | July 4/87 | | |

BID SUBMITTED
BERCOT, INC.
6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46803
Contractor
By: Steve Bercot
Its PRESIDENT
Offer
Date JUL 22 1987

ACCEPTANCE OF BID/AWARD OF CONTRACT
CITY OF PORT WAYNE
Board of Public Works & Safety

[Signature]
7-22-87

Bidder agrees to keep bid open for accep-
tance for _____ (90 days unless
otherwise specified)

Compliance J. Adams
O.C.2/85

CITY OF PORT WAYNE
[Signature]
Win Moses, Jr., Mayor

AWARD
Date _____

**ADVERTISEMENT FOR BIDS
AMENDED OAKDALE NEIGHBORHOOD DRAINAGE IMPROVEMENTS
RESOLUTION NO. 435-86**

The City of Fort Wayne, Allen County, Indiana, will receive sealed bids for construction at Room 920, City-County Building, until 9:00 a.m., Eastern Standard Time, on the 22nd day of July, 1987, at which time bids shall be publicly opened and read aloud.

The work for which bids will be received includes furnishing all labor, materials, and equipment for the construction of: **Oakdale Neighborhood Drainage Improvements - Resolution 435-1986**

Construction of a main sewer from its size and character is not only intended and adapted for use by property holders whose property abuts along the line of said sewer, but is also intended and adapted for receiving drainage from collateral drains already constructed or which hereafter may be constructed across the North Half of the Southwest Quarter of Section 14, Township 30 North, Range 12 East, in Allen County, Indiana.

STORM SEWER:

Beginning at a proposed manhole 130± L.F. East of the centerline intersection of Fairfield Avenue and Englewood Court; thence West 130± L.F. to a proposed manhole; thence South 150± L.F. to a proposed manhole; thence East 175± L.F. to a proposed manhole; thence South 35± L.F. to an existing manhole.

Said storm sewer shall be 12" in diameter with all appurtenances.

All work done in the making of the aforementioned public improvement shall be in accordance with the terms and conditions of the Resolution aforementioned and the plans, profiles, special provisions and specifications now on file in the Office of the Board of Public Works & Safety of said City all as provided for in an Act of the General Assembly of the State of Indiana, and in accordance with an pursuant to the provisions of all Acts and amendatory thereto and supplemental thereof passed by the General Assembly of the State of Indiana.

And said improvements, with all appurtenances, shall be constructed in accordance with plans, profiles and specifications now on file in the Office of the Board of Public Works & Safety of said City.

The total cost of said improvement shall be paid by funds from the City of Fort Wayne's "Sewer Utility Fund".

The contract documents may be obtained from the Board of Public Works & Safety, Room 920, City-County Building, at a non-refundable cost of Twenty-Five (\$25.00) Dollars. Checks for contract documents shall be made payable to the City of Fort Wayne; neither the Owner nor the Engineer will be responsible for full or partial sets of contract documents obtained from any other source.

No bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears to the City of Fort Wayne, Indiana, upon any debt or contract or who has failed to execute, in whole or in part, in a satisfactory manner, any Contract with the City; or who is a defaulter as to surety or otherwise upon any obligation to the City of Fort Wayne, Indiana.

No bid will be considered unless submitted on the printed Bid Form as bound into the contract documents. Each bid shall be accompanied by a bid security in an amount not less than five (5%) percent of the Bid.

No bid may be withdrawn after the scheduled time for receipt of Bids for at least sixty (60) days to allow review of bids before announcing award of contract. The successful bidder will be required to furnish a satisfactory Labor and material Payment Bond and Performance Bond, each in the amount not less than One Hundred (100%) percent of the contract price.

The contract documents contain all necessary information for bidders.

The Owner reserves the right to reject any and all bids, to waive any and all informalities, to negotiate contract terms with the successful bidder, and the right to disregard all nonconforming, nonresponsive or conditional bids, if reject or waiver is in the best interest of the project.

Contractors and subcontractors are required to pay not less than the prevailing wage rates established by the Indiana Department of Labor and included in the project specifications. Information explaining other prevailing wage laws, if applicable, are also contained in the project specifications.

CITY OF FORT WAYNE, INDIANA

Board of Public Works & Safety

Baron R. Biedenweg, Director of Public Works
Cosette R. Simon, Director of Administration & Finance
Lawrence D. Consalvos, Director of Public Safety

ATTEST: Helen Gochenour, Clerk

PUBLISH: 3 July 1987
10 July 1987
(PUBLISH IN BOTH NEWSPAPERS)

INSTRUCTIONS TO BIDDERS
Board of Public Works and Safety
City of Fort Wayne, Indiana

July 3, 19 87
Non-Federally Funded Construction

1. Submission of Bids. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9 o'clock A.M. on the 22nd day of July, 19 87, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

AMENDED OAKDALE NEIGHBORHOOD DRAINAGE IMPROVEMENTS

RESOLUTION NO. 435-86

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box ☐ beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

- (a) The Contractor's record of integrity.
- (b) The Contractor's experience and past performance record in construction work.
- (c) The Contractor's financial status.
- (d) The Contractor's capability to perform the project.
- (e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.
- (f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.
- (g) The bidders record in MBE/WBE compliance.
- (h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

☐ 8. Pregualification - In addition to being timely, responsive, and responsible, a bidder must also be prequalified by the State Department of Highways or by City of Fort Wayne in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of five percent (5%) of the aggregate amount of the bid, but in no case less than \$100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of five percent (5%) of the aggregate bid or proposal, but in no case less than \$100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage, the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement (96A). Each bidder will submit with and as part of its bid: (a) A complete Form 96A under oath; or (b) Have a complete Form 96A on file with The Board which shall be less than one year old in which case the bidder can instead submit a Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

- (a) Non-Collusion Affidavit
- ☐ (b) Prequalification Statement N/A
- (c) MBE/WBE Qualification Statement
- (d) Minority/Female Hourly Employment Requirements
- (e) Apartheid Policy

12. Brand Name or Equal-Specified Materials or Equal. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of the Board determines that, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of the Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeree is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership
_____ %.

For WBE specify percentage of women ownership
_____ %.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____%. (cross out inapplicable provision)

- C. The undersigned commits 7% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

| Name of Firm | Address | Type of Work |
|-------------------------------|-----------------|-------------------------|
| 1. <u>CONRAD CONSTRUCTION</u> | <u>FT WAYNE</u> | <u>Concrete Repair</u> |
| 2. <u>Summit Barricade</u> | <u>St Wayne</u> | <u>Barricade Rental</u> |
| 3. _____ | _____ | _____ |

- D. The undersigned commits 2% of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

| Name of Firm | Address | Type of Work |
|------------------------------|--------------------|--------------------------------|
| 1. <u>ISR Trucking</u> | <u>St Wayne</u> | <u>Trucking / Truck Rental</u> |
| 2. <u>ESB Rental Service</u> | <u>Ossian, IN.</u> | <u>Trucking / Truck Rental</u> |
| 3. _____ | _____ | _____ |

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

BERCOT, INC.
6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46808

(attach additional sheets as necessary)

Contractor _____

Contractor _____

By Steve Bercot

By _____

Its PRESIDENT

Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons:

2. My Company has taken the following steps in an attempt to comply with the 17 1/2 hourly utilization figure:

(attach additional sheets if necessary)

Contractor BERCOT, INC.
6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46808

By Steve Bercot

Its President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ____ day of _____, 19____, commencing at ____ o'clock ____ M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

☐ 17. Pre-Bid Conference. The Board will hold a prebid conference to familiarize prospective bidders with the terms of the IFB and proposed contract, and to answer any questions. This conference will be held on _____ at _____
(date) (time)
_____ or at such data, time, and place as The
(place)

Board subsequently determines. If the date and time of the prebid conference is not set forth herein, The Board will notify all prospective bidders who have picked up bid packages of the date, time, and place of the conference.

18. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

19. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

- ☒ A. Payment Bond. In the amount of payment to be made under the contract.
- ☒ B. Warranty Bond. In the amount of the contract warranting the contractor's performance of a period of one year after the date of the City's acceptance.

20. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

21. Method of Contract Award. The contract resulting from this IFB will be awarded:

- ☒ A. On an all or none basis.
- ☐ B. As follows: _____

SCHEDULE
Board of Public Works & Safety

The Contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment and power for the complete performance of the following project:

AMENDED OAKDALE NEIGHBORHOOD DRAINAGE IMPROVEMENTS

RESOLUTION NO. 435-86

All work will be performed in accordance with: Resolution # 435-86 the IFB, this contract and the applicable plans, specifications and drawings for a TOTAL PRICE OF \$ _____. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.)

The work shall be commenced within ten (10) days after the Board issues a written "Notice to Proceed". All work shall be completed within 45 days after issuance of the Notice to Proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X",) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before _____ days after issuance of the Notice to Proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore, provide for liquidated damages in the sum of \$ _____ per day for each and everyday after _____ days after issuance of the Notice to Proceed that the project remains uncompleted. The parties agree that the sum of \$ _____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion day beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

O.C. 2/85

S-1

BOW/Non-Fed.

IN WITNESS WHEREOF, the bidder(s) (a firm) by its Owner(s) named below, hereunto set their hand(s) and seal(s) this _____ day of _____, 198____.

Firm Name: _____

By: _____

IN TESTIMONY WHEREOF, the bidder(s) (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this _____ day of JUL 22 1987, 198____.

BERCOT, INC.
6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46808

Name of Corporation

By: Steve Percot
President

ATTEST:

My Secretary

DATE 7-2-87

[illegible]

SUMMATION OF AA/EEO STATEMENT:

I will be (circle one):

1. Participating Member of
Fort Wayne Area Plan
2. Union Contractor
3. Federal Register
4. Percentage Participation
Goal Statement

| | | |
|---|--------|----|
| 4 | H1,985 | 00 |
|---|--------|----|

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and

NO OTHERS

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Ann Bucat

Subscribed and sworn to before me by this ____ day of JUL 22 1987.

STEVE BERLOT

My Commission Expires:

September 4, 1987

Notary Public W. DEAN BERLOT
Resident of Allen County

Subscribed and sworn to before me by this ____ day of _____, 198 ____.

My Commission Expires:

Notary Public
Resident of _____ County

Subscribed _____ and _____ sworn to before me
by _____ this ____ day of _____,
198 ____.

My Commission Expires:

Notary Public
Resident of _____ County

AMERICAN STATES INSURANCE COMPANY

INDIANAPOLIS, INDIANA

BID OR PROPOSAL BOND

Know all Men by these Presents,

That we, BERCOT, INC.

6015 Huguenard Road

of Fort Wayne, Indiana 46818 (hereinafter called the Principal),
as Principal, and AMERICAN STATES INSURANCE COMPANY (hereinafter called the
Surety), as Surety, are held and firmly bound unto

BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA

(hereinafter called the Obligee) in the penal sum of FIVE PERCENT OF THE AMOUNT BID
Dollars (\$ ----5%----) for the payment of which the Principal
and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

SIGNED and SEALED this 22nd day of July 19 87.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal
has submitted or is about to submit a proposal to the Obligee on a contract for

OAKDALE NEIGHBORHOOD DRAINAGE IMPROVEMENTS

RESOLUTION 435-1986

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, if bond be required, with surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

BERCOT, INC.

By [Signature]
AMERICAN STATES INSURANCE COMPANY

By [Signature]

Attorney-in-Fact

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by

these presents make, constitute and appoint _____

----- H. STANLEY HUFF, JR., DONALD F. CAMPBELL AND JERRY C. WAAK -----

(Jointly or Severally)

of Fort Wayne and State of Indiana
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and

deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided,

however, that the penal sum of any one such instrument executed hereunder shall

not exceed ONE HUNDRED FIFTY THOUSAND AND NO/100 (\$150,000.00) DOLLARS -----
and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its

Assistant Secretary and its corporate seal to be hereto affixed this 26th day of June

A. D. 19 86

(SEAL)

ATTEST: _____

STATE OF INDIANA }
COUNTY OF MARION } SS:

Assistant Secretary

AMERICAN STATES INSURANCE COMPANY

By _____

Assistant Vice-President

On this 26th day of June, A. D., 19 86, before me personally came

Alanson T. Abel

being by me duly sworn, acknowledged the execution of the above instrument and did depose and say: that he is a Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said Corporation; and that he signed his name thereto under like authority. And said

Alanson T. Abel further said that he is acquainted with Dan W. Guio and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

MY COMMISSION EXPIRES

February 5, 1989

My Commission Expires

STATE OF INDIANA }
COUNTY OF MARION } SS:

Notary Public

I, Dan W. Guio, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of Section 8.03 of the By-Laws of AMERICAN STATES INSURANCE COMPANY which reads as follows:

"All policies and other instruments of insurance issued by the Corporation shall be signed on behalf of the Corporation by the president or a vice-president and the secretary or an assistant secretary, whose signatures, if the instrument is duly countersigned by an authorized representative of the Corporation, may be facsimiles. Such signatures and facsimiles thereof shall be authorized and binding upon the Corporation notwithstanding the fact that any such officer shall have ceased to be such officer at the time such policy or other instrument of insurance shall have been actually issued by the Corporation."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 22nd day of July

A. D., 19 87

(SEAL)

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, STEVE BERCO, the _____,
PRESIDENT, of BERCOT, INC.
Position 6015 HUGUENARD Company
FORT WAYNE, INDIANA 46803

hereby certify:

1. That the Financial Statement of said company, dated the 31 day of OCTOBER 1986, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:
2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.

Dated: JUL 22 1987

Steve Berco
Signature
PRESIDENT
Title

Subscribed and sworn to before me, a Notary Public, in and for said County and State this ____ day of JUL 22 1987, 198__.

W. Dean Berco
Notary Public W. DEAN BERCO
Resident of Allen County

My Commission Expires:

September 4, 1987

GENERAL PROVISIONS*
Board of Public Works and Safety
(Non-Federally Funded)

1. Time and Progress. Time is of the essence of this contract. The contractor shall begin promptly after receipt of a written notice to proceed, and in no case later than ten (10) days after such receipt. He/she/it shall prosecute the work in such a manner as to cause no unnecessary delays. The time of beginning, rate of progress and time of completion are all essential elements of this contract.

2. Payment. The Contractor will submit requests for payment on a claim form prescribed by the City, and attach to that claim form, his invoices for the work performed and accepted.

☐ 3. Progress Payments and Retainage. The contractor may submit requests for payments no more often than every thirty (30) days for work performed and accepted under this contract. If the contractor is in compliance with the provisions of this agreement, The Board will make payments for such work performed and completed, provided, however, that in any such case The Board will retain 5 % (ten percent (10%) if not otherwise specified) of the total amount owing to insure satisfactory completion of the contract. Upon final inspection and acceptance of this contract, the contractor will be paid in full. However, if this contract is in excess of \$100,000, this contract will be subject to an escrow agreement as provided in I.C. 5-16-5.5-1 and the standard Board of Works escrow agreement. When this project is N/A % (50% if not otherwise specified) complete and the work has been promptly and properly executed, The Board, at its option, can waive or, reduce the retainage requirement.

4. Inspection. The Board, the City Engineers, officials of the Office of Compliance of the City of Fort Wayne, and any other City officials designated by The Board shall have access to the work sites and contractors' records at all reasonable times for inspection of the work performed under and in compliance with this agreement.

Any inspection or failure to inspect by The Board or City does not relieve the contractor of the obligation to comply with all provisions of this agreement.

*NOTE: Those clauses of the General Provisions with the following box beside it ☐ will be applicable to the contract only if the box has a checkmark or "x" in it. Any question about the applicability of a General Provision should be brought to the attention of The Board.

5. Warranty. The contractor fully warrants his work for one (1) year after acceptance by The Board, and shall remedy at the contractor's own expense, any defects or problems occurring during that one-year period. In addition, The Board and the City shall be furnished with all manufacturer's and supplier's written guaranties and warranties covering materials and equipment furnished under the contract.

6. Termination for Convenience. The Board can terminate this agreement for the convenience of The Board at any time by providing a written notice to the contractor. If the agreement is terminated by The Board pursuant to this clause, the contractor will be paid only for the work performed up to the termination date. In the event of termination pursuant to this clause, all work, including any finished or unfinished documents, data, studies and reports prepared by the contractor pursuant to this agreement shall become the property of The Board of the City of Fort Wayne.

7. Termination for Default. If the contractor shall fail to fulfill its obligations under this agreement in a timely and proper manner, The Board shall have the right to terminate this agreement for default, by written notice. If this agreement is terminated pursuant to this clause, The Board is not required to advance any further payments to the contractor. In the event of termination, all work, including finished or unfinished documents, data, studies, surveys and reports prepared by the contractor shall become The Board's property. Termination pursuant to this clause is not The Board's exclusive remedy and will not prejudice the right of The Board to take any other legal action against the contractor.

8. Changes. The Board may, at any time, by written order, make changes within the general scope of this agreement. If any such change results in an increase or decrease in the cost of performance, time of performance, or any other material provision under this contract, The Board shall make an equitable adjustment in the contract price, time of performance, or other provision. Any claim by the contractor for adjustment under this clause shall be submitted to The Board in writing within thirty (30) days after the issuance of the change order. All such change orders and resultant compensation shall be incorporated as written modifications to this contract. Any dispute as to an equitable adjustment shall be referred to the Director of The Board for his final determination, pursuant to the disputes clause of this contract; provided, however, that the contractor will proceed with the work as changed, even if there is a dispute.

9. Assignability. The contractor shall not assign or transfer any interest in this agreement, including by assignment or novation without the prior written consent of The Board.

10. Sub-contracting. None of the services covered by this agreement shall be sub-contracted or contracted out without the prior written consent of The Board. No subcontracts will be awarded to contractors who have been debarred or suspended from doing work for the City of Fort Wayne or federally-assisted contracts.

11. New Quality Materials. All materials used by the contractor in the performance of this contract will, unless otherwise specified in writing, be new, of a merchantable quality, and in no case less than the quality required by the specifications.

12. Permits and Licenses. The contractor shall secure at his/her/its own expense all permits and licenses necessary to the performance of the contract. Failure to secure a necessary permit or license shall constitute grounds for termination of the contract.

13. Contractor's Insurance. The contractor shall obtain and pay premiums for such public liability insurance, property damage insurance, and workmen's compensation as will fully protect it from claims under the Indiana Workmen's Compensation Act and from any other claims for damages to persons not covered by that Act because of bodily injury, including death which may arise from, or during the performance of the work described in this contract. The City shall be named as an additional insured on each such policy. Proof of all such insurance shall be presented to The Board. The contractor further agrees that it will indemnify and hold The Board and the City of Fort Wayne harmless from any loss, damage, liability, cost or expenses incurred by the contractor, any of its agents, employees and sub-contractors, in the performance of this contract, as well as the failure of the contractor or of any agents, employees, or sub-contractors to comply with any of the provisions of this clause.

14. Contractor's Protection of Work and Safety. The contractor shall obtain adequate protection of all work from possible damage, and shall protect the City's property of all work from possible damage, and shall protect the City's property from injury or damage arising from the work to be done under or by the contractor, its employees, agents and sub-contractors during the construction. He/she/it shall take all reasonable precaution for the safety of the employees on the job and shall comply with all applicable safety laws, building codes and ordinances. The contractor shall properly and fully guard all excavations and dangerous places, and will use all due and proper

precaution to prevent injury to any and all persons and property.

15. Lead Base Paint. The contractor will not apply any lead base paint, and will take all necessary steps to reduce the hazard from lead base paint already on surfaces. Lead base paint is defined as paint containing more than six-one-hundredths of one percent of lead by weight in the total non-volatile content of liquid paint, or in the dried film of paint already applied, and shall include, cracking, scaling, peeling, chipping or loose paint. Any surfaces to be painted shall be treated as necessary. Treatment involves washing, sand, scraping, wire-brushed, or otherwise cleaned so as to remove cracking, scaling, peeling, chipping or loose paint back to sound surfaces, and repainting with two coats of suitable non-lead paint. If paint film integrity cannot be maintained, the surface must be covered.

Lead base paint hazards involve all interior surfaces and those exterior surfaces readily accessible to children under seven (7) years of age, and contractor will take appropriate provisions pending the completion of the contract for the elimination of immediate hazards.

16. Contractor's Clean-up. During construction, and after completion the contractor shall clean up and remove all waste construction materials from the premises and will leave the premises in a clean and sightly condition.

17. Disputes. All disputes which arise under this contract which cannot be resolved between the contractor and the City will be referred in writing to the Director of The Board. The Director of The Board shall make a final decision in writing. The contractor will continue to perform the contract regardless of the decision

18. Prompt Payment Discounts. In connection with any discount offered for prompt payment, time shall be computed from (1) the date of acceptance by the City of performance of the services or deliveries of supplies to the City, or (2) the date the correct claim form and invoice, or voucher is received in the office of the City division awarding the contract, if the latter is later than the date of acceptance of performance or delivery. For the purpose of computing, the discount earned, payment shall be considered to have been made on the date the City check is mailed.

19. Minority Business Enterprise/Women Business Enterprise Compliance (Construction Contract). This contract is governed by General Ordinance G-16-84, Chapter 7 of the code of the City of Fort Wayne, establishing participation goals of seven percent (7%) for Minority Business Enterprises and two percent (2%) for Women Business Enterprises of the total

yearly dollar amount of construction contracts awarded by the City of Fort Wayne. The terms "Minority Business Enterprise" and "Women Business Enterprise" are defined in the Ordinance and in the MBE/WBE Statement of the IFB/RFP. The contractor agrees that in performing this contract it/he/she will meet or exceed the certification of participation set forth in the MBE/WBE Statement in the IFB/RFP. Failure to meet or exceed the smallest of the following: (a) 7% MBE or 2% WBE; or (b) the participation certification, without justifiable excuse, can be grounds for termination of this contract for default and shall be considered in evaluating contractor's responsibility on future contracts. The contractor agrees to cooperate with and provide all documentation requested by the City in monitoring the contractor's compliance. After completing the work called for in the contract, the contractor will submit to the City an accurate certification setting forth the MBE and WBE participation in the contract. Final payment shall not be made until this certification is received.

20. Anti-Discrimination Under Indiana Code 5-16-6-1.
This contractor agrees as follows:

a. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any resident of the State of Indiana who is qualified and available to perform the work to which the employment relates;

b. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

c. That there may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract, a penalty of five dollars (\$5.00) per person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. That this contract may be cancelled or terminated by the City of Fort Wayne and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this clause.

21. Anti-Discrimination Under the Code of the City of Fort Wayne, Section 15-17. In the performance of work under this contract or any subcontract hereunder, the contractor, subcontractor, and any person acting on behalf of such contractor

or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

The contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this contract provision.

The contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor will not retaliate against any person because of good faith, reasonable actions taken to overcome, alleviate, or report discrimination.

Enforcement of this section shall be through order of the City of Fort Wayne in the following manner:

a. Whenever any member of the Division of the City of Fort Wayne awarding this contract, or whenever a Compliance Officer of the City of Fort Wayne has reason to believe that any of the provisions of this clause and of Ordinance Sec. 15-17 have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Metropolitan Human Relations Commission has no jurisdiction shall be investigated by the Compliance Officer of the City.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Compliance Officer of the City of Fort Wayne and to the Division awarding the contract, which may invoke one of the remedies set forth in subsection (c) of this clause. If it is a matter over which the Metropolitan Human Relations Commission does not have jurisdiction, the Division awarding the contract shall conduct a hearing to determine whether there has been a breach of Ordinance Sec. 15-17.

c. If the Division awarding the contract determines that a contractor, subcontractor or any person acting on behalf of such contractor, or subcontractor, has violated the provision or provisions of Ordinance Sec. 15-17, whether discriminating, obstructing, retaliating, or otherwise, the Division awarding this contract may:

(1) Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract the sum of not less than Ten Dollars (\$10.00) per day, nor more than One Thousand Dollars (\$1,000) per day per each violation. Each day upon which the violation exists shall be deemed a separate offense.

(2) The Division of the City awarding this contract may cancel or terminate this contract, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of Section 15-17.

22. Required Prevailing Wage Scale Payments. The contractor and all subcontractors shall, at minimum, pay the prevailing wage rates for skilled, semi-skilled, and unskilled laborers, workmen, and mechanics, as required by the Indiana Code 5-16-7-1 wage scale attached to this contract. The contractor and all subcontractor on this project shall file a Schedule of Wages to be paid during the contract to laborers, workman and mechanics prior to performance on the contract. During performance of the contract, the contractor and each subcontractor will meet or exceed his/her/its Schedule of Wages for each position.

CERTIFICATION OF BIDDER/VENDOR

BERCOT, INC.
6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46808

The undersigned, on behalf of

_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council
of the City of Fort Wayne, Indiana, has passed an ordinance con-
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,
firms or corporations submitting bids to the City, for goods and
services, certify, as part of the bid, that such entity does not
support the policies of apartheid in South Africa.

The undersigned states, on behalf of

BERCOT, INC.
6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46808

BERCOT, INC.

6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46808

_____, that _____
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed

this _____ day of JUL 22 1987, 19____.

BERCOT, INC.
6015 HUGUENARD ROAD
FORT WAYNE, INDIANA 46808
(Name of Bidder/Vendor)

Steve Beret PRESIDENT
(Name and Title of Person Signing)

TITLE OF ORDINANCE Contract for Amended Oakdale Neighborhood Drainage Improve-
ments, Res. 435-86

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The contract for Res. 435-86, Amended Oakdale Neighbor-
hood Drainage Improvements is described by the attached Resolution.

Bercot, Inc. is the contractor.

J 57-08-18

EFFECT OF PASSAGE Improved sewer conditions at above location.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$41,985.00

ASSIGNED TO COMMITTEE _____

BILL NO. S-87-08-18

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the Contract for

Amended Oakdale Neighborhood Drainage Improvements, Res. 435-86,

between Bercot, Inc., and the City of Fort Wayne, Indiana, in

connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(~~RESOLUTION~~)

YES

NO

Charles B. Redd
CHARLES B. REDD
CHAIRMAN

Paul M. Burns
PAUL M. BURNS
VICE CHAIRMAN

Thomas C. Henry
THOMAS C. HENRY

Ben A. Eisbart
BEN A. EISBART

Samuel J. Talarico
SAMUEL J. TALARICO

CONCURRED IN

82587

SANDRA E. KENNEDY
CITY CLERK